



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2602/2024

VISHWAJEET SUBHASH JHAVAR ...APPLICANT
VS
THE STATE OF MAHARASHTRA & ANR. ..RESPONDENTS

Mr. Amit A. Gharte for applicant.
Ms. Pallavi N. Dabholkar, APP for State.
Mr. Abhishek Srinivasan a/w. Mr. Pradeep Kumar a/w. Mr.
Harshavardhan Ghadge for respondent no.2.

CORAM : RAJESH S. PATIL, J.

DATE : FEBRUARY 27, 2025.

P.C. :

1. An affidavit of the applicant dated 11/2/2025 is tendered before this Court. The same is taken on record and marked as 'X' for identification. The scanned copy of the said affidavit is reproduced herein below:-

Coram: Shri Rajesh S. Patil, J. X
Date: 27/02/25 For Reg. (25)
Rf. No. 27/02/25

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 2602 OF 2024
District: Pune

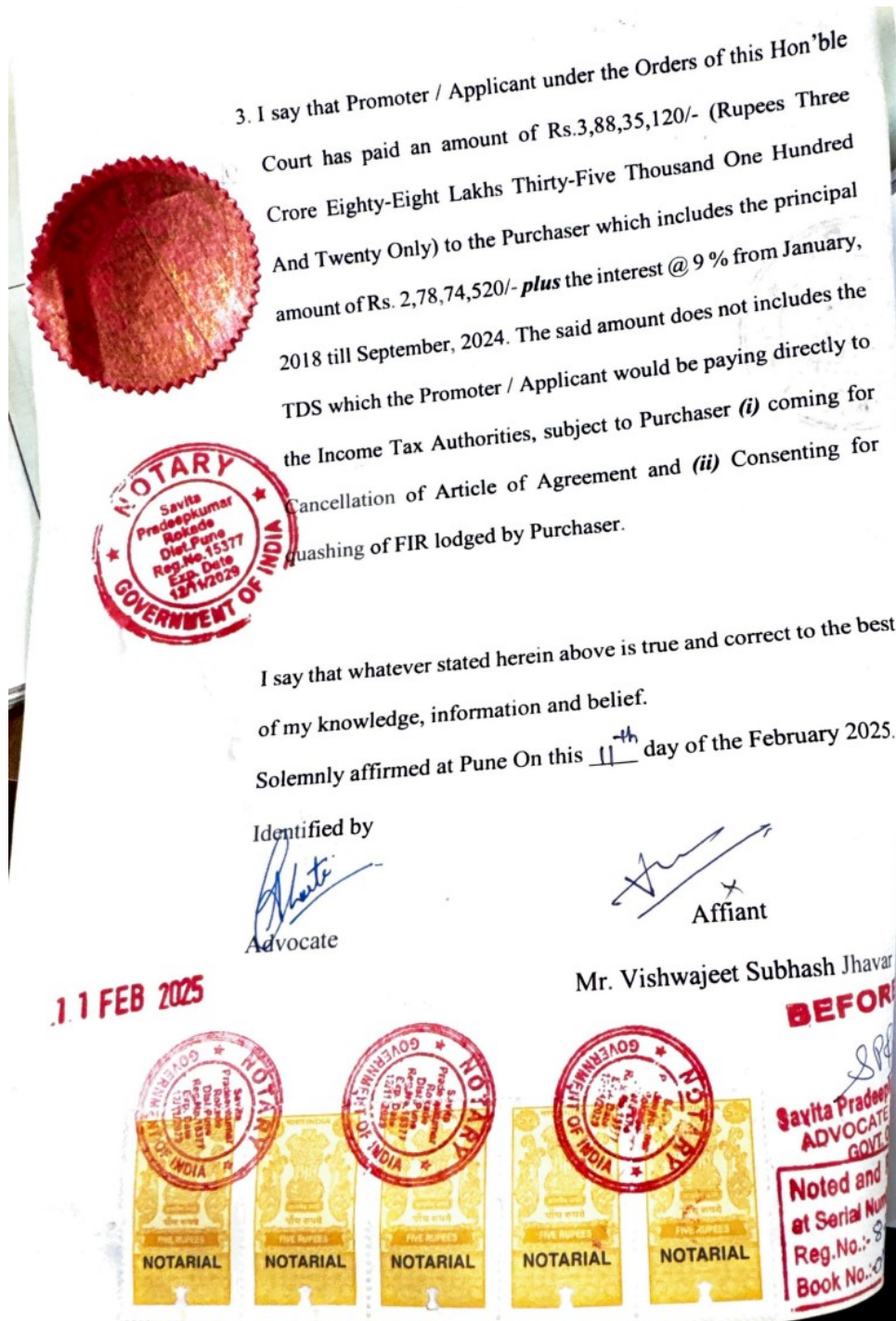
Vishwajeet Subhash Jhavar J... Applicant
Versus
State of Maharashtra J... Respondent

Affidavit by Applicant :-

I, Mr. Vishwajeet Subhash Jhavar, Age: 55 years, Occupation: Business, Address: 301-302, Jewel Towers, Lane No. 5, North Main Road, Koregaon Park, Pune - 411001, Applicant in the above captioned matter, do hereby state on solemn affirmation as under:-

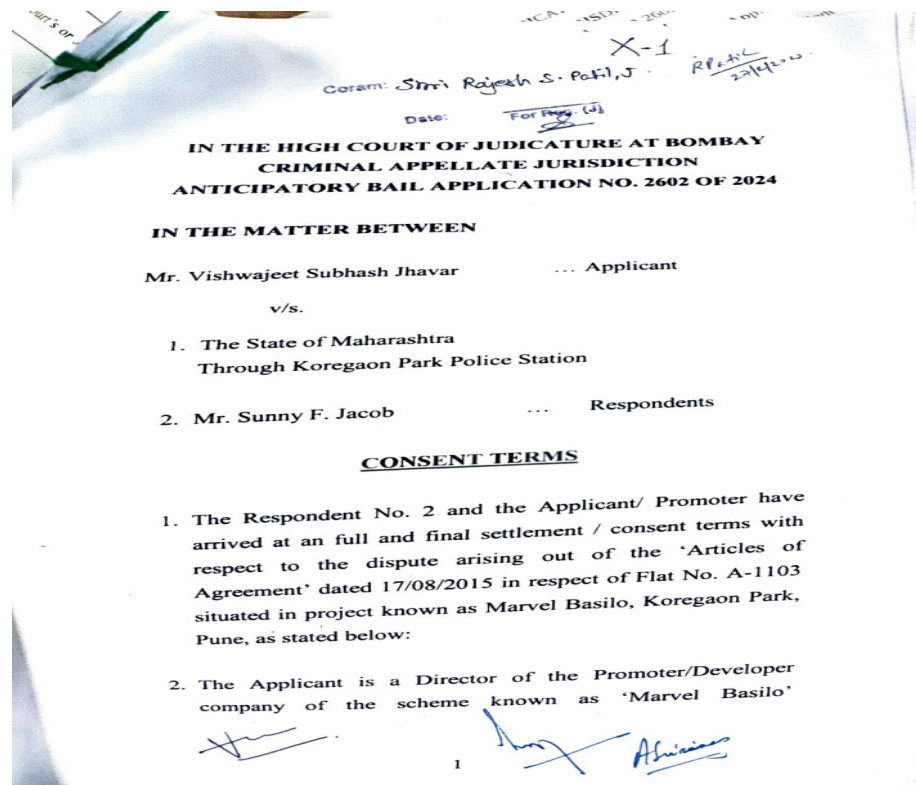
1. I say that I am a Director of the Promoter/Developer company (Marvel Sigma Homes Pvt. Ltd.) of the project known as 'Marvel Basilo' (hereinafter 'the said project') situated in Koregaon Park, Pune.

2. I say that I am filing this affidavit in compliance with directions of this Hon'ble High Court passed vide its Order dated 29/01/2025 in the captioned ABA.



2. So also, the parties have tendered the consent terms entered into between the present applicant and respondent no.2. The learned

counsel for the parties submit that the applicant has signed the consent terms dated 11/2/2025 so as the advocate appearing for the applicant and on behalf of respondent no.2, the Power of Attorney of respondent no.2 has signed the consent terms. So also, the advocate appearing for the respondent no.2 has signed the consent terms. The parties submit that the said consent terms are explained by them to their respective clients. The consent terms are taken on record and marked as "X-1" for identification. The submissions made in the consent terms are accepted as an undertaking given to this Court. All undertakings are also accepted. The scanned copy of the consent terms is reproduced herein below for ease of reference :-



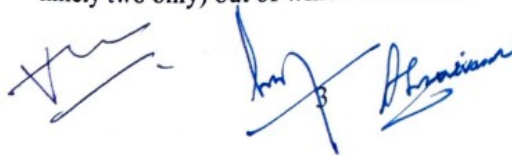
(hereinafter 'the said project') situated in Koregaon Park, Pune.

3. The Applicant entered into an Agreement to Sale, titled as 'Articles of Agreement' dated 17/08/2015 registered with the Sub-Registrar of Assurances, Haveli No. 8, bearing Serial No. 8192/2015, with Mr. Shyam C. Asnani and Ms. Sabah S. Asnani (The Purchasers) for sale of the flat No. 1103 (hereinafter 'the said flat'), situated on the eleventh floor in building 'A' of the said project for a total consideration of Rs.3,19,25,500/- (Rupees Three Crores Nineteen Lacs Twenty Five Thousand Five Hundred Only). The said Articles of Agreement stated that the date of possession shall be delivered on or before **31/12/2017**.
4. The Purchasers have made timely payments in accordance with the Schedule of payment described in the said agreement and have paid a sum total of Rs. 2,78,74,520/- (Rupees Two Crores, seventy-eight lakhs, seventy-four thousand, five hundred and twenty only) to the Promoter/Applicant.
5. As the Applicant due to unavoidable circumstances, could not deliver possession of the said flat on the promised date the Purchasers decided to withdraw from the said project.
6. The Purchasers thereby duly informed the Promoter/Applicant about their decision to withdraw from the



said project and demanded the refund of the amounts paid by them along with simple interest at the rate of 9% per annum as stipulated in the said agreement.

7. As there was no response from the Promoter/Applicant, the Purchasers were constrained to file a Police Complaint with the Koregaon Park Police Station against all the Promoters of the said project for offences committed under Maharashtra Ownership of Flats Act, 1963 and the Bharatiya Nyaya Sanhita, 2024. Consequently, the Promoter/Applicant filed an application for anticipatory bail before the Hon'ble District and Sessions Court, Pune which came to be rejected by an Order dated 12/09/2024.
8. The Promoter/Applicant preferred appeal against the said order by approaching this Hon'ble High Court of Judicature, Bombay vide Anticipatory Bail Application No. 2602 of 2024. The Promoter/Applicant, to put an end to the litigation, himself showed his willingness before the Hon'ble High Court, Bombay to refund the amount paid by the Purchasers along with interest at 9% per annum from the promised date of possession, i.e. 31/12/2017 within four weeks from the date of undertaking. Therefore, the total amount payable by the Promoter/Applicant to the Purchasers was Rs. 4,49,68,092/- (Rupees four crore, forty-nine lakhs, sixty-eight thousand and ninety two only) out of which Tax Deducted at Source (TDS)

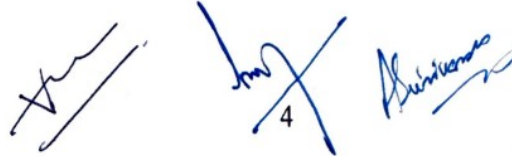


at the rate of 35.88% amounting to Rs. 61,33,174/- (Rupees Sixty One Lakh Thirty Three Thousand One Hundred and Seventy Four Only) was supposed to be paid by the Promoter/Applicant directly to the Income Tax Authorities.

9. Thereafter, the Applicant within the extension granted by this Hon'ble Court, has paid the entire payable amount to the Purchasers, after deducting the TDS amount which the Promoter/Applicant is obligated to deposit directly with the Income Tax authorities and attach necessary TDS certificate to the Deed of Cancellation.
10. In light of the above events, the Hon'ble Bombay High Court vide its Order dated 29/01/2025 has directed the Promoter/Applicant and Respondent No. 2 to file consent terms.

**NOW THEREFORE THESE CONSENT TERMS
WITNESSETH AS UNDER:-**

- A. Upon the undertaking made by the Promoter/Applicant before the Hon'ble High Court of Judicature, Bombay, the Promoter/Applicant has paid directly to the bank account of the Purchaser a total payable amount of Rs.3,88,35,120/- (Rupees Three Crore Eighty-Eight Lakhs Thirty-Five Thousand One Hundred And Twenty Only) which includes



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interest @ 9 % from January, 2018 till September, 2024 , after deducting TDS amount.

B. Compromise terms of the said settlement by and between the Purchasers and Promoter/Applicant are as under:-

- a. The Promoter/Applicant agrees to deposit the TDS amount i.e. Rs. 61,33,174/- (Rupees Sixty One Lakhs Thirty-Three Thousand One Hundred and Seventy-Four Only) with the Income Tax Authorities on or before 26/02/2025 and furnish a certificate of payment to the Purchasers.
- b. The Purchasers upon receipt of the TDS payment certificate, agree to unconditionally withdraw the complaint filed at the Koregaon Park Police Station, Pune and the proceedings before the National Consumer Disputes Redressal Commission (NCDRC) bearing Reference No. A240900147 and all other proceedings, if any filed before any Authority/ies by the Purchasers.
- c. The Promoter/Applicant and the Purchasers agree to execute a Deed of Cancellation with respect to the said flat and register the said Deed of Cancellation with the appropriate Registration Authority on or before 26/02/2025. The Promoter/Applicant agrees to bear

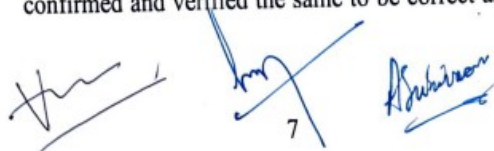

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complete expenses towards the execution and registration of the said Deed of Cancellation.

d. As the Purchasers has received the entire amount alongwith an interest @ 9 %, the Purchasers upon receipt of the TDS payment certificate, agrees to participate and give full and unconditional Consent for quashing of criminal proceedings before the Hon'ble Bombay High Court with respect to FIR No. 0118 of 2024 lodged by the Purchasers. It is further assured by the Purchasers that it's the responsibility of the Applicant Promoter to get the FIR quashed from the Hon'ble High Court at Bombay and the Purchaser shall not indulge in any direct or indirectly delayed tactics so as to avoid quashing of the said FIR lodged by the Purchasers. The Purchasers further assures that as and when required by this Hon'ble High Court or as and when the proceedings for quashing of the FIR demands, the Purchasers shall physically make themselves available before this Hon'ble High Court. A Criminal Writ Petition No. 291 of 2025 is filed before this Hon'ble High Court by the Applicant/ Promoter seeking for the quashing of the FIR No. 0118 of 2024 registered at Koregaon Park Police Station, Pune on 12/07/2024.



- C. The Promoter/Applicant and the Purchasers agree to execute a Deed of Cancellation with respect to the said flat and register the said Deed of Cancellation with the appropriate Registration Authority on or before 26/02/2025. The Promoter/Applicant agrees to bear complete expenses towards the execution and registration of the said Deed of Cancellation.
- D. Both the parties undertake to notify each other in writing, at least seven (7) days prior to the scheduled date fixed for the execution and registration of the Deed of Cancellation.
- E. These Consent Terms contain the entire agreement between the Parties and both parties hereby confirm that their respective representatives (if any) signing these terms are duly authorised to execute these terms of settlement and have due and proper authority to do so.
- F. That the parties hereby agree and confirm that all the aforesaid undertakings, representations and assurances given by them under these Consent Terms shall be deemed as undertakings given before the Hon'ble Bombay High Court and the parties shall be personally liable for any breach thereof.
- G. That the parties have gone through the terms herein and have confirmed and verified the same to be correct and they have



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signed it without any kind of threat, pressure, coercion or undue influence.

Date: 11/02/2025

PUNE


Applicant

Advocate for Applicant


Respondent No. 2 (PDA holder)
Adv. for Resp. No. 2


3. In order to comply with the procedure more particularly to the issue about withdrawal of the complaint before the Consumer Forum and the Deed of Cancellation, this matter is posted to 10/3/2025 under the caption “for Directions”.

(RAJESH S. PATIL, J.)